

Paragraph 9(d): Landlord agrees that Motorola shall have the exclusive right to advise in respect to engineering over Landlord and its licensees and lessees and those holding under them, if any, radio/television or microwave transmitting or receiving equipment located on the premises. Such advisement shall include without limitation (i) frequency coordination and acceptability, (ii) engineering specifications, (iii) establishing standards and practices consistent with and necessary for the avoidance or elimination of interference, (iv) acceptability of equipment, such as radio transmitters, protective devices, and antenna systems.

Paragraph 9(e): References to "not to exceed 48 hours", are specifically deleted.

Paragraph 10(b): Is deleted in its entirety.

Paragraph 14: Is modified by deleting specifically the last sentence of paragraph 14(a) and substituting the following: "any long term failure by Motorola to pay rent on account of the negligence of both parties shall be immediately due and payable".

Where the terms of this addendum vary from the Site Lease, the terms of this addendum shall control.

It is expressly agreed and understood that Landlord will not grant any easements of any kind to Hawaiian Electric Light Company, on, over or through Landlord's property, including the property demised hereby, and Tenant agrees that it shall have

no right or authority to grant any easements to Hawaiian Electric
Light Company.

Dated: Aiea , Hawaii, March 27, 1986 .

MOTOROLA, INC.

By: _____

Dated: Kailua-Kona, 3-17-86 .

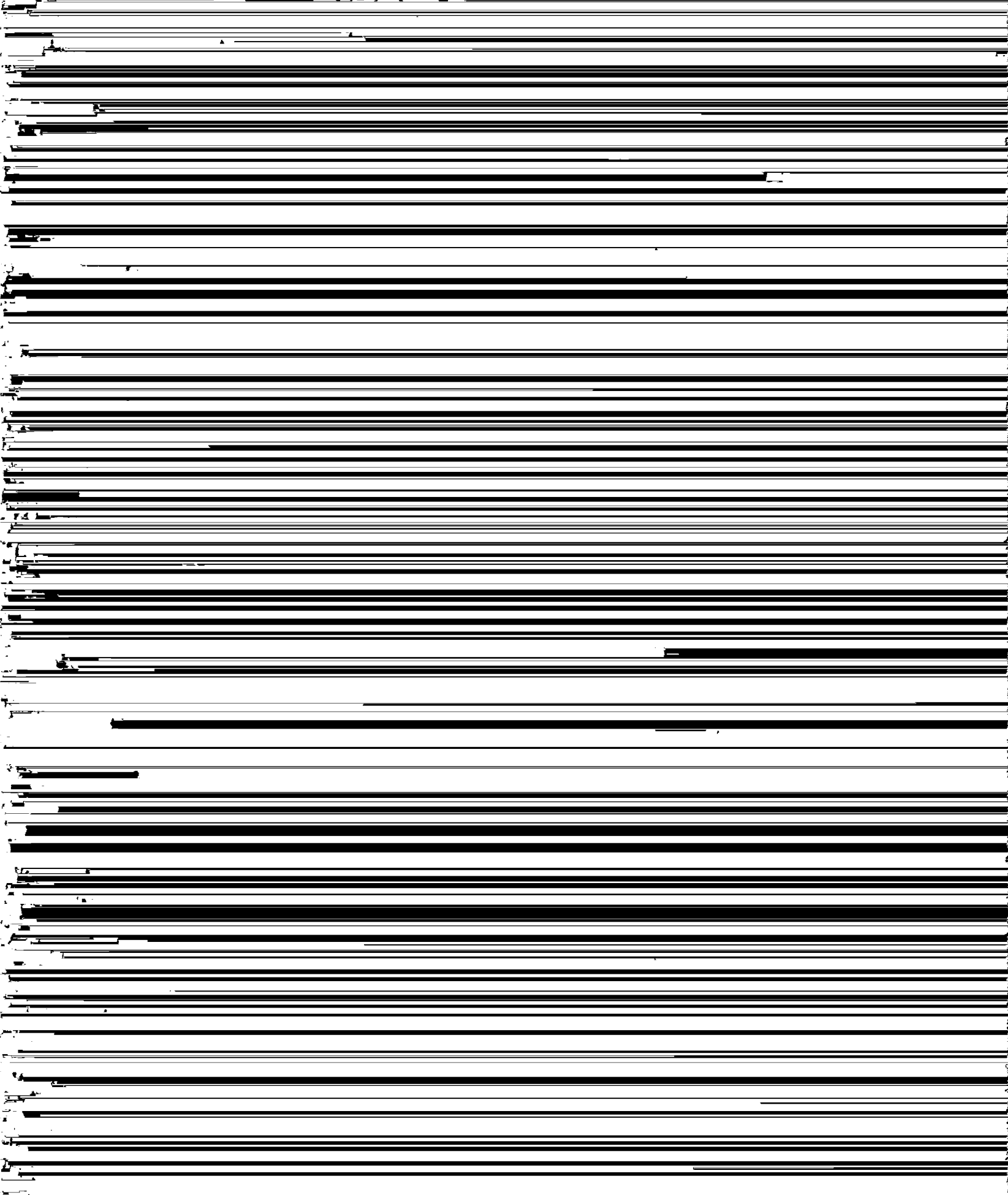


EXHIBIT "A"

THIS PERTAINS TO ANTENNA SITE LAND LEASE

THE AREA TO BE LEASED WILL BE ENTIRELY WITHIN THAT SECTION.

IT SHALL CONSIST OF A 40' BY 40' AREA AS DETAILED ON THE ATTACHED DRAWING ENTITLED "PLOT PLAN DETAIL - KOLOKO". THE 40' BY 40' AREA SHALL PROVIDE SUFFICIENT LAND SPACE FOR THE PROPOSED 150' GUYED TOWER 10' X 24' BUILDING AND DRIVEWAY TURN AROUND FOR SERVICE VEHICLES. IN ADDITION WE REQUIRE A "10' EASEMENT DRIVEWAY ACCESS" TO THE 40' BY 40' AREA TO COME OFF EXISTING EASEMENT ROADWAY LEADING TO THE COUNTY OF HAWAII WATER RESERVOIR SITE #8. THERE ARE FIVE (5) EACH GUY WIRE ANCHOR LOCATIONS. ALL ARE LOCATED APPROXIMATELY 92' FROM THE BASE OF THE TOWER AT VARIOUS DEGREES AROUND THE TOWER AS DICTATED BY THE STRUCTURAL SUPPORT FACTORS FOR A TOWER OF THIS HEIGHT SIZE AND PROPOSED ANTENNA LOADING. EACH GUY ANCHOR SHALL HAVE A MAXIMUM OF 10' X 10' FENCE AROUND IT IF SO DESIRED BY THE LANDLORD. ALL ANCHOR POINTS WILL BE WITHIN THE ORIGINALLY REQUESTED 200' BY 200' AREA AND COMPLETELY WITHIN THE BOUNDARIES OF THAT PARCEL. OUR ACTUAL LAND REQUIREMENTS ARE NOW 2100 SQ. FT. PLUS A 10' ROADWAY TO THE BUILDING/TOWER AREA.

EXHIBIT "B"

EXHIBIT "B" PLOT PLAN DETAILS - KOLOKO IS ATTACHED SHOWING TOWER.

"EXHIBIT B"

PLOT PLAN DETAILS - KOLOKO

(A) MOTOROLA INC.

KOLOKO

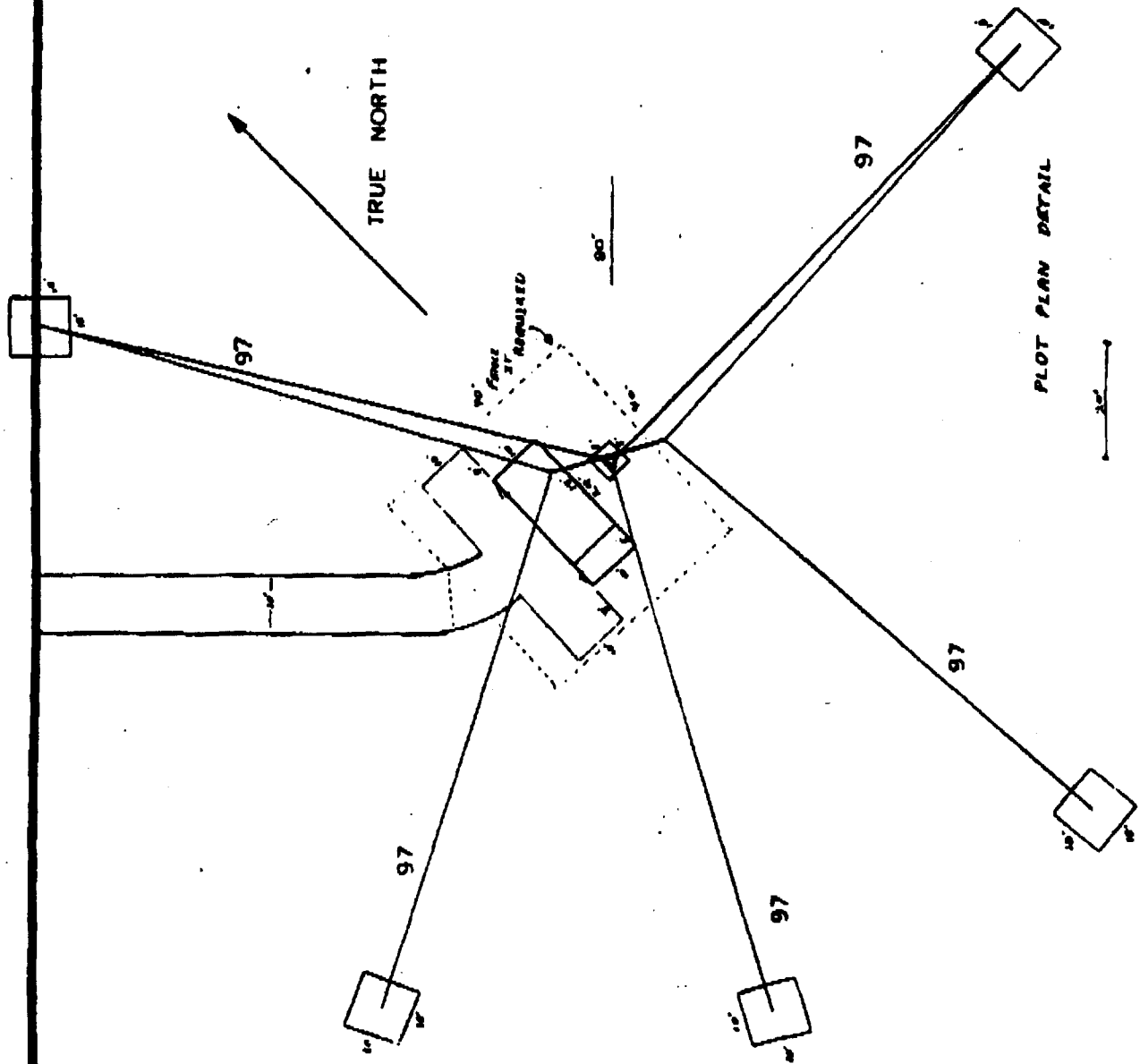


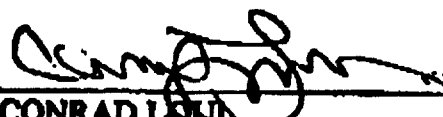
EXHIBIT No. 3

(Declaration of Conrad Loui)

STATEMENT OF CONRAD LOUI

- 1. I, CONRAD LOUI, AM THE MANAGER OF NETWORK SERVICES FOR MOTOROLA ALASKA, HAWAII AND GUAM. I HAVE WORKED FOR MOTOROLA FOR 12 YEARS.**
- 2. ON OR ABOUT SEPTEMBER 26, 1991, THE DESIRE FOR KES TO CONSTRUCT AN FM BROADCAST STATION, WHICH MAY INVOLVE A TALLER TOWER, WAS DISCUSSED WITH BILL BROWN.**
- 3. IN THE LIGHT THAT THE NEW TOWER MUST NOT OCCUPY MORE LAND THAN MOTOROLA NOW HAS LEASED WITH COMPLIANCE TO THE CONDITIONS OF THE UNDERLYING LEASE AND THAT KES MUST OBTAIN ALL LOCAL, STATE AND FEDERAL PERMITS TO CONSTRUCT THE TOWER, MOTOROLA IS RECEPTIVE TO THE CONSTRUCTION OF A 400 FOOT (APPROX) TOWER.**
- 4. THE NEW TOWER WILL BE BUILT TO SATISFY THE ENGINEERING STANDARDS OF MOTOROLA.**
- 5. KES WILL NOT INTERFERE WITH ANY TRANSMITTER OR RECEIVER.**
- 6. SUBJECT TO THE ABOVE, KES WILL REPLACE THE EXISTING 150 FOOT TOWER AND ALLOW MOTOROLA TO LOCATE PRESENT ANTENNAS ON THE NEW TOWER.**
- 7. ATTACHED TO THIS STATEMENT IS A COPY OF MOTOROLA'S UNDERLYING LEASE. SOME OF THE CONDITIONS STATED ABOVE ARE ALSO STATED IN THE LEASE.**
- 8. THE ITEMS MENTIONED HERE WERE TRUE ON SEPTEMBER 26, 1991 AND REMAIN TRUE TODAY.**

THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY BELIEF AND ARE MADE UNDER THE PENALTY OF PERJURY.



CONRAD LOUI

04-30-93
DATE

CERTIFICATE OF SERVICE

I, Cary S. Tepper, Esquire, hereby certify that on this 5th day of May, 1993, I have served a copy of the foregoing "KES Opposition to Motion to Enlarge the Issues" first-class, postage-prepaid, on the following:

*Hon. Joseph P. Gonzalez
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W., Room 221
Washington, D.C. 20554

*Gary Schonman, Esq.
Hearing Division, Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554

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(Counsel to KR Partners)


Cary S. Tepper, Esq.

*denotes Delivery By Hand